



THE ASSISTANT SECRETARY OF DEFENSE

1200 DEFENSE PENTAGON
WASHINGTON, DC 20301-1200

HEALTH AFFAIRS

OCT 2 2002

MEMORANDUM FOR ASSISTANT SECRETARY OF THE ARMY (M&RA)
ASSISTANT SECRETARY OF THE NAVY (M&RA)
ASSISTANT SECRETARY OF THE AIR FORCE (M&RA)

SUBJECT: Extension of Reciprocal Health Care Agreement - Tunisia

Under DoD Instruction 6015.23, this office is responsible for the negotiation and conclusion of military health care agreements with foreign nations.

The expiration date of the reciprocal military health care agreement between the United States and Tunisia is extended to October 12, 2005. This extension should be reflected in appropriate directives of your Department.

A copy of the agreement to extend is attached.

Point of contact for this matter is Mr. Kenneth Cox, at (703) 681-0039.


William Winkenwerder, Jr., MD

Attachment:
As stated

cc:

DASG-HSZ
BUMED/MED 03
AF/SGMA
OGC (I&I)
OGC (P&HP)
OASD (ISA) / INRA
CNO (FLO)
AF/CVAI
DAMI (FL)
USMILGP, Tunisia

OASD (C) (Acctg Pol)
USDAO, Tunis
J4-DDMR, Joint Staff
J5, Joint Staff
DSCA
Lead Agent - Europe
DIA (PO-FL)
OSD / WHA
U.S. Coast Guard (Int'l Affairs) (G-CI)
USCENTCOM / SG

AGREEMENT

BETWEEN

THE MINISTRY OF DEFENSE OF THE REPUBLIC OF TUNISIA

AND

THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA

CONCERNING

HEALTH CARE FOR MILITARY MEMBERS AND THEIR DEPENDENTS

AGREEMENT

BETWEEN

THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA

AND

THE MINISTRY OF DEFENSE OF THE REPUBLIC OF TUNISIA

CONCERNING

HEALTH CARE FOR MILITARY MEMBERS AND THEIR DEPENDENTS

Whereas, the Department of defense of the United States of America and the Ministry of Defense of the Republic of Tunisia, hereinafter referred to as the "Parties," have agreed to consider an exchange of health care, and

Whereas, the laws and regulations of the United States provide that inpatient medical care in Department of Defense medical treatment facilities in the United States may be furnished without cost to foreign military members and their accompanying dependents in the United States, provided, that the foreign military members' government makes available comparable care for a comparable number of United States military members and their dependents in its country, and

Whereas, the Parties have determined that appropriate conditions exist to assure that comparable care to comparable numbers will be made available by each Party, and

Whereas, the Military Departments of the united States Department of Defense have agreed to make available the health care specified in this Agreement, subject to their regulations and the availability of funds,

Now, therefore, the Parties agree as follows :

SECTION I

GENERAL

1. This Agreement applies to military members, and their accompanying dependents, of the United States and Tunisia who are in each others' country at the official invitation of the receiving government, or who are in each other's country as crew of visiting military aircraft or military vessels which land at each other's airfields or dock in each other's ports on official military business.

2. Definitions.

a. The term "dependents" is defined to include the following :

(1) Spouse. A person who, based on the laws of the military member's country, is considered to be the lawful wife or husband of the military member.

(2) Dependent child. The child of a military member who depends on the military member for support, as defined by the regulations of the Party receiving the care.

b. Subsistence surcharge. A charge for meals consumed in a Department of Defense or Ministry of Defense military medical treatment facility.

3. Requirements for identification and proof of eligibility by persons requesting health care under this Agreement shall be as prescribed by the Party furnishing the care.

SECTION II

HEALTH CARE TO BE MADE AVAILABLE BY THE UNITED STATES

The Department of Defense of the United States shall make available in its military medical and dental treatment facilities in the United States :

a. For military members, outpatient and inpatient care in Department of Defense medical and dental facilities, without cost (except for a subsistence surcharge, if applicable).

b. For dependents :

(1) Outpatient and inpatient medical care in Department of Defense medical facilities, without cost (except for a subsistence surcharge, if applicable), and.

(2) Dental care in Department of Defense medical and dental facilities, without cost, to the same extent that such care is made available to dependents of United States military members.

SECTION III

HEALTH CARE TO BE MADE AVAILABLE BY TUNISIA

The Ministry of Defense of the Republic of Tunisia shall make available in its military medical and dental treatment facilities in Tunisia :

a. For military members, outpatient and inpatient care in Ministry of Defense medical and dental facilities, without cost (except for a subsistence surcharge, if applicable).

b. For dependents :

(1) Outpatient and inpatient medical care in Ministry of Defense medical facilities, without cost (except for a subsistence surcharge, if applicable); and

(2) Dental care in Ministry of Defense medical and dental facilities, without cost, to the same extent that such care is made available to dependents of Tunisian military members.

SECTION IV

DISPUTE RESOLUTION

1. Questions relating to the implementation or interpretation of the provisions of this Agreement shall be referred for mutual resolution to the Assistant Secretary of Defense for Health Affairs for the Government of the United States, and the Minister of Defense for the Republic of Tunisia.

2. No disputes or disagreements over implementation or interpretation of this Agreement shall be referred to third parties or international tribunals for review or resolution.

SECTION V

TERMS

1. This Agreement shall enter into force ninety days after the date of last signature and shall remain in effect for three years unless sooner terminated by either Party by giving at least ninety days written notice to the other Party.

2. This Agreement may be amended, by mutual agreement of the Parties, by an exchange of letters between the Assistant Secretary of Defense for Health Affairs for the United States of America, and the Minister of Defense for the Republic of Tunisia.

3. In witness thereof, the duly authorized officials of the two Parties have signed this Agreement as of the dates indicated below.

For the Department of
Defense
The United States of America

For the Ministry of
Defense
of the Republic of Tunisia:

Assistant Secretary of
Defense for Health Affairs

Signed at Washington, DC

14 JUL, 1993

Edward D. Martin

Minister of Defense

Signed at Tunis

- 9 JAN. 1993, 1993

Le Ministre
de la Défense Nationale



Abdelaziz BEN DHIA



HEALTH AFFAIRS

THE ASSISTANT SECRETARY OF DEFENSE

WASHINGTON, D. C. 20301-1200

20 OCT 1999

MEMORANDUM FOR ASSISTANT SECRETARY OF THE ARMY (M&RA)
ASSISTANT SECRETARY OF THE NAVY (M&RA)
ASSISTANT SECRETARY OF THE AIR FORCE (MRAI&E)

SUBJECT: Reciprocal Health Care Agreement - Tunisia

Under DoD Instruction 6015.23, this office is responsible for the negotiation and conclusion of military health care agreements with foreign nations.

The expiration date of the reciprocal military health care agreement between the United States and Tunisia is extended to October 12, 2002. This extension should be reflected in appropriate directives of your Department.

A copy of the agreement to extend is attached.

Point of contact for this matter is Mr. Cox, phone (703) 681-1742.


Dr. Sue Bailey

Attachment:
As stated

cc:

DASG-PSA
BUMED/MED 03
AF/SGMA
OGC(I&I)
OGC(P&HP)
OASD(ISA)(For Mil Rights)

OASD(C)(Acctg Pol)
USDAO, Tunis
J4-DDMR, Joint Staff
J5, Joint Staff
DSCA

AGREEMENT

BETWEEN

THE MINISTRY OF DEFENSE OF THE REPUBLIC OF TUNISIA

AND

THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA

CONCERNING

HEALTH CARE FOR MILITARY MEMBERS AND THEIR DEPENDENTS

AGREEMENT

BETWEEN

THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA

AND

THE MINISTRY OF DEFENSE OF THE REPUBLIC OF TUNISIA

CONCERNING

HEALTH CARE FOR MILITARY MEMBERS AND THEIR DEPENDENTS

Whereas, the Department of defense of the United States of America and the Ministry of Defense of the Republic of Tunisia, hereinafter referred to as the "Parties," have agreed to consider an exchange of health care, and

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Whereas, the Parties have determined that appropriate conditions exist to assure that comparable care to comparable numbers will be made available by each Party, and

Whereas, the Military Departments of the united States Department of Defense have agreed to make available the health care specified in this Agreement, subject to their regulations and the availability of funds,

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2. Definitions.

a. The term "dependents" is defined to include the following :

(1) Spouse. A person who, based on the laws of the military member's country, is considered to be the lawful wife or husband of the military member.

(2) Dependent child. The child of a military member who depends on the military member for support, as defined by the regulations of the Party receiving the care.

b. Subsistence surcharge. A charge for meals consumed in a Department of Defense or Ministry of Defense military medical treatment facility.

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a. For military members, outpatient and inpatient care in Department of Defense medical and dental facilities, without cost (except for a subsistence surcharge, if applicable).

b. For dependents :

(1) Outpatient and inpatient medical care in Department of Defense medical facilities, without cost (except for a subsistence surcharge, if applicable), and.

(2) Dental care in Department of Defense medical and dental facilities, without cost, to the same extent that such care is made available to dependents of United States military members.

SECTION III

HEALTH CARE TO BE MADE AVAILABLE BY TUNISIA

The Ministry of Defense of the Republic of Tunisia shall make available in its military medical and dental treatment facilities in Tunisia :

a. For military members, outpatient and inpatient care in Ministry of Defense medical and dental facilities without cost (except for a subsistence surcharge, if applicable).

b. For dependents :

(1) Outpatient and inpatient medical care in Ministry of Defense medical facilities, without cost (except for a subsistence surcharge, if applicable); and

(2) Dental care in Ministry of Defense medical and dental facilities, without cost, to the same extent that such care is made available to dependents of Tunisia military members.

SECTION IV

DISPUTE RESOLUTION

1. Questions relating to the implementation or interpretation of the provisions of this Agreement shall be referred for mutual resolution to the Assistant Secretary of Defense for Health Affairs for the Government of the United States, and the Minister of Defense for the Republic of Tunisia.

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SECTION V

TERMS

1. This Agreement shall enter into force ninety days after the date of last signature and shall remain in effect for three years unless sooner terminated by either Party by giving at least ninety days written notice to the other Party.

2. This Agreement may be amended, by mutual agreement of the Parties, by an exchange of letters between the Assistant Secretary of Defense for health Affairs for the United States of America, and the Minister of Defense for the Republic of Tunisia.

3. In witness thereof, the duly authorized officials of the two Parties have signed this Agreement as of the dates indicated below.

| | |
|----------------------------------|--------------------------------|
| For the Department of Defense | For the Ministry of Defense |
| The United States of America | of the Republic of Tunisia: |

Assistant Secretary of
Defense for Health Affairs

Signed at Washington, DC

14 JUL, 1993

Edward D. Martin

Minister of Defense

Signed at Tunis

9 JAN. 1993

Le Ministre
de la Défense Nationale



Abdelaziz BEN DHILA

تمديد الإتفاقية

بين وزارة الدفاع للولايات المتحدة الأمريكية
و وزارة الدفاع للجمهورية التونسية حول التغطية الصحية
لأعوان الجيش و عائلاتهم

إن وزارة الدفاع للولايات المتحدة الأمريكية و وزارة الدفاع للجمهورية التونسية
المنصوصتان فيما يلي كالأطراف، توافقان على تمديد الإتفاقية بين الأطراف الموقعة يوم 13 أكتوبر 1993 و
السارية المفعول منذ ذلك التاريخ حول التغطية الصحية لأعوان الجيش و عائلاتهم إلى يوم 12 أكتوبر 2005.
يدخل هذا التمديد حيز التنفيذ ابتداء من تاريخ آخر إمضاء و يسير مفعوله من يوم 13 أكتوبر 2002.
حرر في أصلين، واحد بالانجليزية و الآخر بالعربية، مع تطابق النصين الأصليين.

تونس، في 25 أفريل 2002

واشنطن، في 2 October 2002

عن وزارة الدفاع للجمهورية التونسية

كاتب الدولة
لدى وزير الدفاع الوطني
محمد شكري العياشي



عن وزارة الدفاع للولايات المتحدة الأمريكية

William Winkewald, MD.
Assistant Secretary of Defense
Health Affairs

انتهاقية

بين وزارة الدفاع الوطني
للجمهورية التونسية

و

كتابة الدولة للدفاع
الامريكية

تتعلق بالعلاج الطبي
للعسكريين وعائلاتهم

اتفاقية

بين وزارة الدفاع الوطني للجمهورية التونسية

من جهة

كتابة الدولة للدفاع بالولايات المتحدة الامريكية

من جهة أخرى

تتعلق بالعلاج الطبي للعسكريين وعائلاتهم

حيث اتفقت وزارة الدفاع الوطني للجمهورية التونسية وكتابة الدولة للدفاع بالولايات المتحدة الامريكية المشار اليهما في ما يلي بالطرفين على تبادل العلاج الطبي.

وحيث تنص القوانين والتشريعات في الولايات المتحدة الامريكية على امكانية توفير العلاج الطبي في المؤسسات الاستشفائية الامريكية مجانا وذلك لفائدة العسكريين الاجانب وعائلاتهم المتواجدين في الولايات المتحدة الامريكية على أن توفر حكومة هؤلاء العسكريين نفس العلاج لعدد مماثل من العسكريين الامريكيين وعائلاتهم المتواجدين في بلدانهم .

وحيث حدد الطرفان التونسي والامريكي الشروط الملائمة لتوفير العلاج لعدد مماثل من قبل كل من الطرفين وحيث وافقت مصالح وزارة الدفاع التونسية وكتابة الدولة للدفاع الامريكية توفير العلاج الطبي المحدد بهذه الاتفاقية وذلك حسب التشريعات والاعتمادات المتوفرة .

اتفق الطرفان على ما يلي :

الفصل الأول

عموميات:

1/ تنطبق هذه الاتفاقية على العسكريين التونسيين والامريكيين وعائلاتهم المتواجدين في أحد البلدين بدعوة رسمية او كأفراد طاقم ملاحى طائرة أو باخرة عسكرية تابعة لإحدى البلدين وتقوم بزيارة البلد الآخر وذلك في اطار عسكري رسمي.

2/ تعريف

أ - يقدم بلفظة "عائلة "

- الزوج : هو الشخص الذي يعتبر القرين الشرعي للعسكري وذلك حسب قوانين البلد الذي ينتمي اليه .

- الفرع : هو ابن العسكري الذي هو في كفالتهم حسب التشريعات الجاري بها العمل في بلده .

ب- كلفة المؤونة :هي كلفة التغذية المستهلكة في المؤسسات الاستشفائية التابعة لكتابة الدولة للدفاع او وزارة الدفاع .

3/ الأشخاص الذين يطلبون التمتع بالعلاج الطبي في نطاق هذه الاتفاقية مطالبون بالادلاء بأوراق هويتهم وبإثبات استحقاقهم لذلك طبقا لما يطلبه الطرف الموفر للعلاج .

الفصل الثالث

العلاج الطبي الذي توفره الجمهورية التونسية

توفر وزارة الدفاع الوطني في مؤسساتها الاستشفائية وللمعالجة
الأسنان بالجمهورية التونسية ما يلي:

أ- للعسكريين :

- يسند علاج طبي مجاني للمقيمين وغير المقيمين وذلك داخل
المؤسسات الإستشفائية وللمعالجة الأسنان التابعة لوزارة الدفاع الوطني
(باستثناء كلفة المؤونة إن طبقت).

ب- لعائلاتهم :

(1) : يسند علاج طبي مجاني للمقيمين وغير المقيمين وذلك داخل
المؤسسات الإستشفائية التابعة لوزارة الدفاع الوطني (باستثناء كلفة
المؤونة إن طبقت).

(2) معالجة مجانية للأسنان في المؤسسات الاستشفائية وللمعالجة
الأسنان التابعة لوزارة الدفاع وذلك في حدود ما هو موفر لعائلات
العسكريين التونسيين.

الفصل الثاني

العلاج الطبي الذي توفره الولايات المتحدة
الأمريكية .

توفر كتابة الدولة للدفاع الأمريكية في مؤسساتها لاستشفائية
ولمعالجة الأسنان بالولايات المتحدة الأمريكية ما يلي :

أ - للعسكريين :

- يسند علاج طبي مجاني للمقيمين وغير المقيمين وذلك داخل
المؤسسات الإستشفائية ولمعالجة الأسنان التابعة لوزارة الدفاع الوطني
(باستثناء كلفة المؤونة إن طبقت).

ب- لعائلاتهم :

(1) : يسند علاج طبي مجاني للمقيمين وغير المقيمين وذلك داخل
المؤسسات الإستشفائية التابعة لوزارة الدفاع الوطني (باستثناء كلفة
المؤونة إن طبقت).

(2) معالجة مجانية للأسنان في المؤسسات الاستشفائية ولمعالجة
الأسنان التابعة لوزارة الدفاع وذلك في حدود ما هو موفر لعائلات
العسكريين الأمريكيين.

الفصل الرابع

حسم الخلافات

- 1- تطرح كل المسائل المتعلقة بتطبيق هذه الاتفاقية أو بتأويل بنودها على كاتب الدولة المساعد للدفاع الأمريكي المكلف بالمحة العسكرية وعلى وزير الدفاع الوطني للجمهورية التونسية لأخذ قرار مشترك.
- 2- لا يخضع أي خلاف أو اختلاف يتعلق بتطبيق أو تأويل هذه الاتفاقية إلى طرف أجنبي أو إلى المحاكم الدولية بهدف المراجعة أو الحسم.

الفصل الخامس

الملوحة

- 1- تدخل هذه الإتفاقية حيز التنفيذ 90 يوما بعد تاريخ آخر امضاء وتبقى سارية المفعول لمدة 3 سنوات إلا في حالة الغائها من قبل أحد الطرفين ويكون ذلك باعلام كتابي مسبق قبل 90 يوما.
- 2- يمكن تنقيح هذه الإتفاقية باتفاق مشترك وتبادل الرسائل بين كاتب الدولة المساعد للدفاع الأمريكي المكلف بالمحة العسكرية ووزير الدفاع الوطني للجمهورية التونسية.
- 3- طبقا لما سبق امضى الممثلين الرسميين للطرفين في التواريخ المبينة أسفله.

عن كتابة الدولة للدفاع
بالولايات المتحدة الأمريكية

.....
كاتب الدولة المساعد للدفاع
المكلف بالمحة العسكرية

14 JUL 1993

..... في

Washington, DC

عن وزارة الدفاع الوطني
للجمهورية التونسية

عبد العزيز بن ضياء
وزير الدفاع الوطني



في 9 - جانفي 1993

**EXTENSION
OF
THE AGREEMENT BETWEEN
THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA
AND THE MINISTRY OF DEFENSE OF THE REPUBLIC OF TUNISIA
CONCERNING HEALTH CARE FOR MILITARY MEMBERS
AND THEIR DEPENDENTS**

The Department of Defense of the United States of America and the Ministry of Defense of the Republic of Tunisia, hereinafter referred to as the Parties, hereby agree to extend the Agreement between the Parties of October 13, 1993 which went into effect on that date, concerning Health Care for Military Members and Their Dependents until October 12, 2005.

This extension shall enter into force upon the date of the last signature, with effect from October 13, 2002.

Done in two originals, each in the English and Arabic languages, both texts being equally authentic.

Washington, DC, on 2 October, 2002.

FOR THE DEPARTMENT OF DEFENSE
OF THE UNITED STATES OF AMERICA:

William W. Hemenway, MD.
Assistant Secretary of Defense
Health Affairs



TUNIS on 25 AVR. 2002, 2002.

FOR THE MINISTRY OF
DEFENSE OF TUNISIA:

[Signature]
Le Secrétaire d'Etat auprès du
Ministre de la Défense Nationale
Mohamed Chokri AYACHI

تأكيد الإتفاقية

بين وزارة الدفاع للولايات المتحدة الأمريكية
و وزارة الدفاع للجمهورية التونسية حول التغطية الصحية
لأعوان الجيش و عائلاتهم

إن وزارة الدفاع للولايات المتحدة الأمريكية و وزارة الدفاع للجمهورية التونسية
المصروستان فيما يلي كالأطراف، توافقا على تأكيد الإتفاقية بين الأطراف الموقعة يوم 13 أكتوبر 1993 و
السارية المفعول منذ ذلك التاريخ حول التغطية الصحية لأعوان الجيش و عائلاتهم إلى يوم 12 أكتوبر 2005.
يدخل هذا التأكيد حيز التنفيذ ابتداء من تاريخ آخر إمضاء و يسير مفعوله من يوم 13 أكتوبر 2002

حرر في أصلين، واحد بالانجليزية و الآخر بالعربية، مع تطابق النصين الأصليين

تونس، في 25 أكتوبر 2002

واشنطن، في 2 October 2002

عن وزارة الدفاع للجمهورية التونسية

كاتب الدولة
لدى وزير الدفاع الوطني
محمد شكري العياشي



عن وزارة الدفاع للولايات المتحدة الأمريكية

William Winkewald, MD.
Assistant Secretary of Defense
Health Affairs